



PHILIP L. BROWNING
Interim Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

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Fifth District

September 20, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

39-C

September 20, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH WITH
THE LOS ANGELES HOMELESS SERVICE AUTHORITY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests approval of a contract with the Los Angeles Homeless Services Authority (LAHSA) for services to administer and oversee the Independent Living Program (ILP) transitional housing program for Transition Age Youth (TAY), effective the date of execution by the Board of Supervisors or October 1, 2011, whichever is later, through June 30, 2012, with options to extend the contract for two years, at a Total Maximum Sum of \$5,528,534, financed by 58 percent federal and 42 percent state Independent Living Program funds.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the Transitional Housing for Transition Age Youth Contract (Attachment I) with LAHSA to administer and oversee services that provide former DCFS and Probation foster youth with life skill resources and up to 24 months of housing accommodation. The term of the contract is effective the date of execution by the Board of Supervisors or October 1, 2011, whichever is later, through June 30, 2012, with options to extend the term for two additional one-year periods through June 30, 2014, at an Maximum Annual Contract Sum of \$1,507,782 in the first contract period and a Maximum Annual Contract Sum of \$2,010,376 for each of the remaining two optional years, for a Total Maximum Contract Sum of \$5,528,534, financed by 58 percent federal, 42 percent state funding and no net County cost.

2. Delegate authority to the DCFS Interim Director or his designee to extend the contract by written notice provided that: (a) sufficient funding is available for the contract; (b) prior Chief Executive

Office (CEO) approval is obtained; and (c) the DCFS Interim Director or his designee notifies your Board in writing within 10 working days of the date of the extension notice.

3. Delegate authority to the DCFS Interim Director or his designee to execute amendments to the contract to increase or decrease the Maximum Annual Contract Sum by no more than ten percent correlated to an increase or decrease in units of service of the original Maximum Contract Sum, provided that (a) sufficient funding is available; (b) prior County Counsel and CEO approvals are obtained; and (c) the DCFS Interim Director or his designee notifies your Board in writing within ten working days of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 1, 2008, a Memorandum of Understanding (MOU) was entered into between DCFS and the Community Development Commission (CDC). Through the MOU, CDC acts as the administrative agent overseeing the funds expended by its contractor, LAHSA. A subsequent Interagency Agreement established between CDC and LAHSA enabled LAHSA to release a Request for Proposals to acquire subcontractors equipped to provide housing services up to a maximum of 24 months for approximately 175 TAY.

CDC gave DCFS notice that it did not wish to continue as an administrative agent after the MOU expired on June 30, 2011, but agreed to extend the MOU through September 30, 2011, so that DCFS has sufficient time to develop a replacement contract with LAHSA.

LAHSA is a recognized public agency as it is a joint powers authority between the City of Los Angeles and the County of Los Angeles. California Department of Social Services (CDSS) contracting regulations OPS 01-02 Section 23.650.1.11 and 23-650.l.14 permit DCFS to conduct a Procurement by Negotiation with a public agency such as LAHSA.

The recommended action will allow LAHSA to act as the administrative agent for the housing program and ensure services for the youth are provided per the contract.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal 5 (Children and Families Well-Being) and the DCFS goal of self-sufficiency. Continued provision of ILP services to youth who have transitioned out of foster care will help facilitate their efforts to become self-sufficient adults.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Sum for the first contract period is \$1,507,782, and the Maximum Annual Contract Sum for each of the remaining two optional years is \$2,010,376, and will be financed using 58 percent federal and 42 percent state funding. There is no net County cost. The Maximum Contract Sum is \$5,528,534, if the options to extend for two additional years are exercised. Sufficient funding is included in the FY 2011-12 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LAHSA is a Joint Powers Authority established in 1993 as an independent agency by the County and the City of Los Angeles, and is the lead agency in Los Angeles coordinating federal, state, County and city funds for programs providing shelter, housing, and services to homeless persons in the County and City of Los Angeles.

The ILP for TAY is administered in accordance with the federal John H. Chafee Foster Care Independence Act (Chafee Act). The Chafee Act authorizes DCFS and the Probation Department to provide independent living services, including housing, for former DCFS and Probation foster youth.

The contract includes a provision that states the County has no obligation, whatsoever, to pay for any expenditures incurred by LAHSA that exceed the Maximum Contract Sum. Further, the contract allows the County to increase or decrease the Maximum Contract Sum by no more than 10 percent to accommodate any changes in units of service. LAHSA will not be asked to perform services beyond the contract term dates.

In addition, because LAHSA is a pass-through government entity they must have the ability to get an advance on administrative funding as LAHSA does not have its own source of funds as the City or County would have in the form of general funds. Therefore, DCFS added a provision in the contract to allocate LAHSA two months of advance payments at the beginning of each contract term.

DCFS has determined that Living Wage Program (County Code Chapter 2.201) and the Local Small Business Enterprise Preference Program (County Code Chapter 2.204) do not apply to the contract.

The Probation Department has reviewed and approved the contract.

The contract is in compliance with all Board and CEO requirements. County Counsel and the CEO have reviewed this Board letter. County Counsel approved the contract as to form.

CONTRACTING PROCESS

This contract was developed in accordance with CDSS Manual Letter OPS 01-02 Purchase of Service, Sections 23.650.1.11 and 23-650.1.14, which permit purchase of services with a public agency through a procurement by negotiation process. No additional contracting process is necessary.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will enable DCFS to provide for the continuation of life skills training, support services and housing to former DCFS and Probation foster youth. Additionally, these services will enhance their lives and assist them in becoming self-sufficient adults.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to:

Department of Children and Family Services

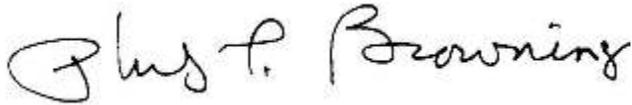
The Honorable Board of Supervisors

9/20/2011

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Attention: Armand Montiel, Assistant Division Chief
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020

Respectfully submitted,

A handwritten signature in black ink that reads "Philip L. Browning". The signature is written in a cursive style with a large initial "P" and "B".

PHILIP L. BROWNING

Interim Director

PLB: CMM: AM

SN: mn

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH

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Attachment A	Intentionally Left Blank
Attachment B	Intentionally Left Blank
Attachment C-1	LAHSA Acknowledgement and Confidentiality Agreement
Attachment C-2	LAHSA's Employee Acknowledgement and Confidentiality Agreement
Attachment D	LAHSA's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
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Attachment K	Intentionally Left Blank
Attachment L	Intentionally Left Blank
Attachment M	Intentionally Left Blank
Attachment N	Certification of Compliance with the County's Defaulted Property Tax Reduction Program

TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH
(hereinafter referred to as "Contract")

This Contract is made and entered into this 20th day of September 2011, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

Los Angeles Homeless Service Authority
hereinafter referred to as "LAHSA"

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, this Contract shall provide Transitional Housing Services for Transition Age Youth (TAY) pursuant to the California Department of Social Services (CDSS) Manual Section 23-650.11 Procurement by Negotiation, and

WHEREAS, in 1999, Congress passed the John H. Chafee Foster Care Independence Act (Chafee Act) to replace the Title IV-E Social Security Act, which (1) created the federal mandate for States to use a portion of Chafee Act funds to serve former foster youth up to age 21; (2) included provisions permitting Medicaid coverage for youth up to age 21; and, (3) thirty percent (30%) of Chafee Act funds are to be used for housing assistance for former foster youth, and

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WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to direct and link former foster/probation youth with housing, health and social services in which they are eligible for in order that they might experience a seamless transition into permanent housing as self-sufficient adults, and

WHEREAS, LAHSA is a joint power of authority between the City of Los Angeles and the County of Los Angeles designated to provide housing for homeless individuals and families, and

WHEREAS, LAHSA warrants that it possesses the competence, expertise and personnel necessary to provide such services, and for purpose of this Contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) Circulars A-133, and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, B and C, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M and N, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4, B and Exhibit C, Attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - B. "Contract" – means an agreement executed between COUNTY and LAHSA. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - C. "LAHSA" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.

- E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- F. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" - means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- K. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- L. "Participant" - means a person who partakes of the services the LAHSA is obligated to perform for COUNTY under this contract.
- M. "Program" - means the work to be performed by LAHSA as defined in Exhibit A, Statement of Work.
- N. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

- 2.1 The term of this Contract shall commence on the date of October 1, 2011 or when executed by the COUNTY's Board of Supervisors, whichever is later, and shall expire on June 30, 2012, unless terminated or extended, in whole or in part, as provided in this Contract.
- 2.2 The COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods for a maximum total Contract term of two years and nine months. Each such option and extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the LAHSA, provided that approval of COUNTY's Chief Executive Office (CEO) is obtained prior to any such extension.

- 2.3 COUNTY will issue a written start work notice to LAHSA indicating when services under this Contract can begin. LAHSA shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and LAHSA shall stop work immediately upon receipt of such written stop work notice.
- 2.4 LAHSA shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, LAHSA shall send written notification to the COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the LAHSA prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond June 30, 2014, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract is five million five hundred twenty-eight thousand five hundred thirty-four dollars (\$5,528,534).
- 3.2 COUNTY and LAHSA agree that this is a cost reimbursement Contract not to exceed the Maximum Annual Contract Sum of \$2,010,376.
- 3.3 COUNTY and LAHSA agree that this is a cost reimbursement Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate LAHSA, as specified in Exhibit B, Line Item Budget, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.4 LAHSA shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 3.5 LAHSA shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by LAHSA after the expiration or other termination of this Contract. Should LAHSA receive any such payment, LAHSA shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of

expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from LAHSA. This provision shall survive the expiration or other termination of this Contract.

- 3.6 LAHSA shall maintain a system of record-keeping that will allow LAHSA to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, LAHSA shall send written notification to the COUNTY at the address herein provided in Attachment J, County's Administration.
- 3.7 LAHSA's budget is attached hereto and incorporated by reference herein as Exhibit B, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. LAHSA represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, LAHSA shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting LAHSA's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, LAHSA shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon LAHSA pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the LAHSA for liabilities which may arise from or relate to this Contract.

- 4.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the LAHSA's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to LAHSA's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required LAHSA and/or Sub-LAHSA insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the LAHSA identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the LAHSA, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

LAHSA also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a LAHSA employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to LAHSA. LAHSA also shall promptly notify COUNTY of any third party claim or suit filed against LAHSA or any of its Sub-LAHSA's which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against LAHSA and/or COUNTY.

- 4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under LAHSA's General Liability policy with respect to liability arising out of LAHSA's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of

the LAHSA's acts or omissions, whether such liability is attributable to the LAHSA or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- 4.1.3 Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, LAHSA's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.
- 4.1.4 Failure to Maintain Insurance: LAHSA's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to LAHSA, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from LAHSA resulting from said breach.
- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A: VII unless otherwise approved by COUNTY.
- 4.1.6 LAHSA's Insurance Shall Be Primary: LAHSA's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to LAHSA. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any LAHSA coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the LAHSA hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The LAHSA shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Sub-LAHSA Insurance Coverage Requirements: LAHSA shall include all Sub-LAHSAs as insured under LAHSA's own policies, or shall provide COUNTY with each Sub-LAHSA's separate evidence of insurance coverage. LAHSA shall be responsible for verifying each Sub-LAHSA complies with the Required Insurance provisions herein, and shall require that each Sub-LAHSA name the COUNTY

and LAHSA as additional insureds on the Sub-LAHSA's General Liability policy. LAHSA shall obtain COUNTY's prior review and approval of any Sub-LAHSA request for modification of the Required Insurance.

- 4.1.9 Deductibles and Self-Insured Retentions (SIRs): LAHSA's policies shall not obligate the COUNTY to pay any portion of any LAHSA deductible or SIR. The COUNTY retains the right to require LAHSA to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing LAHSA's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. LAHSA understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.1.11 Application of Excess Liability Coverage: LAHSAs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 4.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 4.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, LAHSA use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 4.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

4.2 Insurance Coverage Requirements:

4.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of LAHSA's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If LAHSA will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to LAHSA's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

4.2.5 Professional Liability: Insurance covering LAHSA's liability arising from or related to this Contract, with limits of not less than \$1 million

per claim and \$2 million aggregate. Further, LAHSA understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, LAHSA shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with the Line Item Budget, and in the format prescribed by the COUNTY (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). LAHSA shall be paid only for work performed as specified in the Contract and any amendments thereto.
- 5.2 LAHSA, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Sum for each year between line item budget categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) in the Budget. LAHSA shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.
- 5.3 LAHSA shall submit an invoice in arrears for services rendered in the previous month. LAHSA shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, LAHSA and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which LAHSA has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the LAHSA's final invoice.
- 5.4 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by LAHSA in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circulars 133-A. LAHSA is responsible for obtaining

the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 5.5 LAHSA shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Division, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Terence Rice, Program Manager
Youth Development Services Division
3530 Wilshire Blvd. 4th Floor
Los Angeles, CA 90010
(213) 351-0118 FAX (213) 637-0035

- 5.6 Payment to LAHSA will be made in arrears on a monthly basis for services performed, provided that the LAHSA is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.7 In compliance with Internal Revenue Service (IRS) requirements, LAHSA shall provide LAHSA's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.8 LAHSA is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of LAHSA to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by LAHSA and to notify COUNTY of any overpayments received by LAHSA. Any overpayment received by LAHSA, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by LAHSA within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due LAHSA. Notwithstanding any other provision of this Contract, LAHSA shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, LAHSA shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 5.9 LAHSA shall not be paid for expenditures beyond the Maximum Contract Sum, and LAHSA agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by LAHSA that exceed the Maximum Contract Sum.
- 5.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to LAHSA if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in LAHSA's reporting, record keeping or invoicing requirements; or if LAHSA's performance of the work is not adequately evidenced or performed.

6.0 ADVANCE PAYMENTS

Notwithstanding, Section 5.0, Invoices and Payments, advance payments to LAHSA are subject to the following conditions:

- 6.1 The COUNTY may permit an initial two-month advance payment at the beginning of each contract year for LAHSA's projected administrative expenses **based on documented cash flow needs of LAHSA and in accordance with** applicable federal, State and COUNTY cash management policies. Funds must be deposited in a separate, interest-bearing account, or an account where these funds are uniquely coded and LAHSA has the ability to track interest accrued by funding source and report back to COUNTY the interest accrued for the purpose of returning all interest to COUNTY.
- 6.2 LAHSA's request for advance funds shall be made in writing by submitting an invoice as required herein and all documentation and information as required by the COUNTY to the Program Manager for approval. The request must be justified based on LAHSA's written estimated disbursement needs for the next 60 days.
- 6.3 LAHSA's failure to perform in accordance with the terms of this Agreement shall result in the LAHSA returning unearned advances to the COUNTY.
- 6.4 Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the COUNTY quarterly by separate check made payable to the COUNTY.
- 6.5 LAHSA shall reconcile advances to their actual expenditures on a quarterly basis so that COUNTY recovers advances before the end of the contract period as set forth in Exhibit B-1.

- 6.6 The combination of the Advance Payments and the total payment of all Invoices submitted by LAHSA shall not exceed the Annual Maximum Contract Sum.

7.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.1 For the safety and welfare of the children to be served under this Contract, LAHSA shall, as permitted by law, ensure that its staff, employees, independent LAHSAs, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the LAHSA, regardless if the member of LAHSA's staff passes or fails the backgrounds investigation.
- 7.2 If a member of LAHSA's staff does not pass the background investigation, COUNTY may request that the member of LAHSA's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to LAHSA or to LAHSA's staff any information obtained through the COUNTY's background investigation.
- 7.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of LAHSA's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4 Disqualification of any member of LAHSA's staff pursuant to this Sub-section shall not relieve LAHSA of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5 LAHSA shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent LAHSA, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to LAHSA.
- 7.6 LAHSA agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which

involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

8.0 CONFIDENTIALITY

- 8.1 LAHSA shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 8.2 LAHSA shall inform all of its officers, employees, agents and Sub-contractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.3 LAHSA shall sign and adhere to the provisions of Attachment C-1, "LAHSA Acknowledgment and Confidentiality Agreement."
- 8.4 LAHSA shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, "LAHSA's Employee Acknowledgment and Confidentiality Agreement." LAHSA shall maintain in its files copies of such executed Agreements.
- 8.5 LAHSA shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, "LAHSA's Non-Employee Acknowledgment and Confidentiality Agreement." LAHSA shall maintain in its files copies of such executed Agreements.
- 8.6 LAHSA shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 8.7 LAHSA agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to LAHSA's attention, and that includes unauthorized access to LAHSA's computer or computers (including those of any Subcontractor involved in the Relationship) containing LAHSA's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 8.8 LAHSA shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without

limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LAHSA, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to LAHSA's indemnification obligations under this sub-section 7.8 shall be conducted by LAHSA and performed by counsel selected by LAHSA and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event LAHSA fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from LAHSA for all such costs and expenses incurred by COUNTY in doing so. LAHSA shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.9 LAHSA shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.10 Confidentiality Requirements for Probation:

8.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the LAHSA's care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

8.10.2 Employees of LAHSA shall be given copies of all cited code sections, and a form to sign Attachment N, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

9.0 LAHSA'S STAFF IDENTIFICATION

9.1 LAHSA shall provide, at LAHSA's expense, all staff providing services under this Contract with a photo identification badge.

10.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 10.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 10.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.
- 10.3 LAHSA shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 10.4 LAHSA shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 10.5 If LAHSA has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
- 10.5.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 10.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 10.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of LAHSA Non-responsibility and LAHSA Debarment).

- 10.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – LAHSA

1.1 LAHSA's Program Director

1.1.1 LAHSA's Program Director is designated in Exhibit C, Attachment I, LAHSA's Administration. LAHSA shall notify COUNTY in writing of any change in the name or address of the LAHSA's Program Director.

1.1.2 LAHSA's Program Director shall be responsible for LAHSA's day-to-day activities as related to this Contract and shall coordinate with COUNTY Program Manager on a regular basis.

1.2 Approval of LAHSA's Staff

COUNTY has the absolute right to approve or disapprove all of LAHSA's staff performing work hereunder and any proposed changes in LAHSA's staff, including, but not limited to, LAHSA's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit C, Attachment J, COUNTY's Administration. The COUNTY shall notify the LAHSA in writing of any change in the names or addresses shown.

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to LAHSA in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with LAHSA's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of LAHSA.

2.2 The COUNTY Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The LAHSA agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the LAHSA's program.

4.0 ASSIGNMENT AND DELEGATION

- 4.1 LAHSA shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the LAHSA may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of LAHSA may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of LAHSA to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the LAHSA's duties, responsibilities, obligations or performance of same by any entity other than the LAHSA, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against LAHSA as it could pursue in the event of default by LAHSA.

5.0 AUTHORIZATION WARRANTY

The LAHSA represents and warrants that the person executing this Contract for the LAHSA is an authorized agent who has actual authority to bind the LAHSA to each and every term, condition and obligation of this Contract and that all requirements of the LAHSA have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the LAHSA under this Contract shall also be reduced correspondingly. The COUNTY's notice to the LAHSA regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the LAHSA shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the LAHSA and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the LAHSA and by the Director of DCFS.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

- 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
- 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

8.0 CHILD ABUSE PREVENTION REPORTING

- 8.1 LAHSA agrees that the safety of the child will always be the first priority. To ensure the safety of children, LAHSA will immediately notify COUNTY and the Child Abuse Hotline whenever LAHSA reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The LAHSA will remain with the child if imminent risk is present.
- 8.2 LAHSA shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
 - 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - 8.2.3 The assurance that all employees of LAHSA and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 9.1 LAHSA's Warranty of Adherence to County's Child Support Compliance Program
 - 9.1.1 The LAHSA acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the LAHSA's duty under this Contract to comply with all applicable provisions of law, the LAHSA warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the LAHSA to maintain compliance with the requirements set forth in Sub-Section 9.1, "LAHSA's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the LAHSA to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for LAHSA's Default," and pursue debarment of the LAHSA, pursuant to County Code Chapter 2.202.

10.0 COMPLAINTS

10.1 LAHSA shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

10.2 Within five (5) business days after Contract effective date, LAHSA shall provide the COUNTY with the LAHSA's policy for receiving, investigating and responding to user complaints.

10.2.1 The COUNTY will review the LAHSA's policy and provide the LAHSA with approval of said plan or with requested changes.

10.2.2 If the COUNTY request changes in the LAHSA's policy, the LAHSA shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

10.2.3 If, at any time, the LAHSA wishes to change the LAHSA's policy, the LAHSA shall submit proposed changes to the COUNTY for approval before implementation.

- 10.3 LAHSA shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 10.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 10.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

11.0 COMPLIANCE WITH APPLICABLE LAWS

- 11.1 LAHSA shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.
 - 11.1.1 LAHSA acknowledges that this Contract will be funded, in part, with federal funds; therefore, LAHSA agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
 - 11.1.2 For contract over \$10,000, LAHSA agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 11.2 Failure by LAHSA to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 11.3 LAHSA shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to

any failure by LAHSA, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to LAHSA's indemnification obligations under this section 12.0 shall be conducted by LAHSA and performed by counsel selected by LAHSA and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event LAHSA fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from LAHSA for all such costs and expenses incurred by COUNTY in doing so. LAHSA shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

LAHSA hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. LAHSA shall comply with Exhibit B, Attachment A, LAHSA's Equal Employment Opportunity (EEO) Certification.

13.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled LAHSA Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless LAHSA has demonstrated to the COUNTY's satisfaction either that LAHSA is not a "LAHSA" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that LAHSA qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), LAHSA shall have and adhere to a written policy that provides that its Employees shall receive from the LAHSA, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with

the LAHSA or that the LAHSA deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "LAHSA" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY LAHSA and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of LAHSA. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) LAHSA has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If LAHSA uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If LAHSA is not required to comply with the Jury Service Program when the Contract commences, LAHSA shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and LAHSA shall immediately notify COUNTY if LAHSA at any time either comes within the Jury Service Program's definition of "LAHSA" or if LAHSA no longer qualifies for an exception to the Jury Service Program. In either event, LAHSA shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion that LAHSA demonstrate to the COUNTY's satisfaction that LAHSA either continues to remain outside of the Jury Service Program's definition of "LAHSA" and/or that LAHSA continues to qualify for an exception to the Program.

14.1.4 LAHSA's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar LAHSA from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

LAHSA shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and

administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by LAHSA to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by LAHSA or have any other direct or indirect financial interest in this Contract. No officer or employee of LAHSA who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 LAHSA shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. LAHSA warrants that it is not now aware of any facts that create a conflict of interest. If LAHSA hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should LAHSA require additional or replacement personnel after the effective date of this Contract, LAHSA shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet LAHSA's minimum qualifications for the open position. For this purpose, consideration shall mean that the LAHSA will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to LAHSA.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should LAHSA require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, LAHSA shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 LAHSA shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 LAHSA shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 LAHSA RESPONSIBILITY AND DEBARMENT

20.1 A responsible LAHSA is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible LAHSAs.

20.2 The LAHSA is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the LAHSA on this or other contracts which indicates that the LAHSA is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the LAHSA from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the LAHSA may have with the COUNTY.

20.3 The COUNTY may debar a LAHSA if the Board of Supervisors, finds in its discretion, that the LAHSA has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the LAHSA's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 20.4 If there is evidence that the LAHSA may be subject to debarment, the Department will notify the LAHSA in writing of the evidence, which is the basis for the proposed debarment and will advise the LAHSA of the scheduled date for a debarment hearing before the LAHSA Hearing Board.
- 20.5 The LAHSA Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The LAHSA and/or the LAHSA's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the LAHSA Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the LAHSA should be debarred, and if so, the appropriate length of time of the debarment. The LAHSA and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the LAHSA Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the LAHSA Hearing Board.
- 20.7 If a LAHSA has been debarred for a period longer than five (5) years, that LAHSA may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the LAHSA has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The LAHSA Hearing Board will consider a request for review of a debarment determination only where: (1) the LAHSA has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the LAHSA Hearing Board will provide notice of the hearing on the request. At the hearing, the LAHSA Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the

LAHSA Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The LAHSA Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The LAHSA Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the LAHSA Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY LAHSAs.

20.10 A registry of Debarred LAHSAs for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

21.0 LAHSA'S WORK

21.1 Pursuant to the provisions of this Contract, LAHSA shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

21.2 If the LAHSA provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the LAHSA, and the LAHSA shall have no claim whatsoever against the COUNTY.

22.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate LAHSA's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the LAHSA's compliance with all contract terms and conditions and performance standards. LAHSA deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and LAHSA. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

23.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

23.1 LAHSA'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: LAHSA

acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless LAHSA qualifies for an exemption or exclusion, LAHSA warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 23.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of LAHSA to maintain compliance with the requirements set forth in the "LAHSA'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of LAHSA to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of LAHSA, pursuant to County Code Chapter 2.206.

24.0 EMPLOYEE BENEFITS AND TAXES

- 24.1 LAHSA shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 24.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or LAHSA's performance hereunder.

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 25.1 LAHSA warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. LAHSA shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. LAHSA shall retain such documentation of all covered employees for the period prescribed by law.

25.2 LAHSA shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the LAHSA or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

26.0 EVENTS OF DEFAULT

26.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

26.1.1 LAHSA has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

26.1.2 LAHSA fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

26.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

26.2.1 Insolvency of LAHSA. LAHSA shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

26.2.2 The filing of a voluntary petition in bankruptcy;

26.2.3 The appointment of a Receiver or Trustee for LAHSA;

26.2.4 The execution by LAHSA of an assignment for the benefit of creditors.

26.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by LAHSA in violation of State and/or federal laws thereon.

27.0 FAIR LABOR STANDARDS

The LAHSA shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the LAHSA's employees for which the COUNTY may be found jointly or solely liable.

28.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by LAHSA during the term of this Contract. LAHSA shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. LAHSA shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and LAHSA.

29.0 FORMER FOSTER YOUTH CONSIDERATION

29.1 Should LAHSA require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, LAHSA shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. LAHSA shall notify COUNTY of any new or vacant positions(s) within LAHSA's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Harvey Kawasaki
Youth Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

29.2 The notice sent by LAHSA must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

29.3 LAHSA is exempt from the provisions of this Section if it is a governmental entity.

30.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The LAHSA agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

31.0 INDEMNIFICATION

LAHSA shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with LAHSA's acts and/or omissions arising from and/or relating to this Contract.

32.0 INDEPENDENT LAHSA STATUS

32.1 This Contract is by and between the COUNTY and the LAHSA and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the LAHSA. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

32.2 LAHSA shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the LAHSA.

32.3 LAHSA understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the LAHSA and not employees of the COUNTY. The LAHSA shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the LAHSA pursuant to this Contract.

32.4 LAHSA shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-1, "LAHSA's Employee Acknowledgement and Confidentiality Agreement." The LAHSA shall

cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, LAHSA's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the LAHSA is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the LAHSA's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the LAHSA from the COUNTY, will be forwarded to the LAHSA by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the LAHSA over a certain time span, the Director will provide a written notice to the LAHSA to correct the deficiency within specified time frames. Should the LAHSA fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the LAHSA's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the LAHSA to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-4, Performance Requirements Summary (PRS) Chart, and that the LAHSA shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the LAHSA; and/or
 - (c) Upon giving five (5) days notice to the LAHSA for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private LAHSA, will be deducted and forfeited from the payment to the LAHSA from the COUNTY, as determined by the COUNTY.
- 33.3 The action noted in Sub-section 35.2 shall not be construed as a penalty, but as adjustment of payment to the LAHSA to recover the COUNTY cost

due to the failure of the LAHSA to complete or comply with the provisions of this Contract.

- 33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 35.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

LAHSA represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential LAHSAs must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

If the LAHSA's prices decline, or should the LAHSA at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 36.1 LAHSA certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 36.2 LAHSA shall certify to, and comply with, the provisions of Exhibit C, Attachment A, LAHSA's Equal Employment Opportunity (EEO) Certification.
- 36.3 LAHSA shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 36.4 LAHSA certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 36.5 LAHSA certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 36.6 LAHSA shall allow COUNTY representatives access to LAHSA's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the LAHSA has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the LAHSA has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the LAHSA violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with LAHSA. This Contract shall not restrict DCFS from acquiring similar, equal or like goods and/or services from other entities or sources.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The LAHSA shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the LAHSA regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

LAHSA shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit C, Attachment F.

41.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I, LAHSA's Administration and Attachment J, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, LAHSA and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and LAHSA agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that LAHSA may retain possession of all working papers prepared by LAHSA. During and subsequent to the term of this Contract, COUNTY shall have the right to

inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 43.2 Notwithstanding any other provision of this Contract, COUNTY and LAHSA agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. LAHSA may retain possession of all working papers prepared by LAHSA. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.3 Any materials, data and information not developed under this Contract, which LAHSA considers to be proprietary and confidential, shall be plainly and prominently marked by LAHSA as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 43.4 COUNTY will use reasonable means to ensure that LAHSA's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify LAHSA of any Public Records Act request for items described in Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of LAHSA.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 45.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 45.3;
- 43.5.2 Any materials, data and information covered under Sub-section 45.2; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 LAHSA shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, LAHSA shall use whatever security measures are necessary to protect all

such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

- 43.7 LAHSA shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 43.8 The provisions of Sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

44.0 PUBLIC RECORDS ACT

- 44.1 Any documents submitted by LAHSA, all information obtained in connection with the COUNTY's right to audit and inspect LAHSA's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the LAHSA agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45.0 PUBLICITY

- 45.1 The LAHSA shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the LAHSA's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the LAHSA from publishing its role under this Contract within the following conditions:

45.1.1 The LAHSA shall develop all publicity material in a professional manner; and

46.1.2 During the term of this Contract, the LAHSA shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The LAHSA may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section shall apply.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 LAHSA shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. LAHSA shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 LAHSA agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by LAHSA at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, LAHSA shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. LAHSA shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 46.3 In the event that an audit of the LAHSA is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the LAHSA or otherwise, then the LAHSA shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the LAHSA's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the LAHSA to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the LAHSA regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the LAHSA, then the difference shall be either: a) repaid by the LAHSA to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the LAHSA from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the LAHSA, then the difference shall be paid to the LAHSA by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 46.6 LAHSA shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, LAHSA shall forward copies of such reports to DCFS.

47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the LAHSA agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

48.1 LAHSA's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The LAHSA acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The LAHSA understands that it is the COUNTY's policy to encourage all COUNTY LAHSAs to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the LAHSA's place of business. The LAHSA will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the LAHSA with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

LAHSA shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment H, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 SHRED DOCUMENT

51.1 LAHSA shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when LAHSA disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

51.2 Documents for record and retention purposes in accordance with Subsection 47.5 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

52.0 SUBCONTRACTING

52.1 The requirements of this Contract may not be subcontracted by the LAHSA **without the advance approval of the COUNTY**. Any attempt by the LAHSA to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

52.2 If the LAHSA desires to subcontract, the LAHSA shall provide the following information promptly at the COUNTY's request:

52.2.1 A description of the work to be performed by the Subcontractor;

52.2.2 A draft copy of the proposed subcontract; and

52.2.3 Other pertinent information and/or certifications requested by the COUNTY.

52.3 LAHSA shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were LAHSA employees.

52.4 LAHSA shall remain fully responsible for all performances required of it under this Contract, including those that the LAHSA has determined to subcontract, notwithstanding the COUNTY's approval of the LAHSA's proposed subcontract.

52.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The LAHSA is responsible to notify its Subcontractors of this COUNTY right.

52.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

52.7 LAHSA shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. LAHSA shall maintain and make available upon request of COUNTY Program Manager all the following documents:

52.7.1 An executed Exhibit C, Attachment C-1, "LAHSA's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

52.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and

52.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the LAHSA's Tax Identification Number.

52.8 LAHSA shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.

52.9 No subcontract shall alter in any way any legal responsibility of LAHSA to COUNTY. LAHSA shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the

obligation to properly supervise, coordinate and perform all work required hereunder.

52.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

52.11 LAHSA shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

53.0 TERMINATION FOR LAHSA'S DEFAULT

53.1 COUNTY may, by written notice to the LAHSA, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Program Manager:

53.1.1 LAHSA has materially breached this Contract;

53.1.2 LAHSA fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

53.1.3 LAHSA fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

53.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 52.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. LAHSA shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The LAHSA shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

53.3 Except with respect to defaults of any Subcontractor, the LAHSA shall not be liable for any such excess costs of the type identified in Sub-section 52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the LAHSA. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must

be beyond the control and without the fault or negligence of the LAHSA. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the LAHSA and Subcontractor, and without the fault or negligence of either of them, the LAHSA shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the LAHSA to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

53.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the LAHSA was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

53.5 In the event the COUNTY terminates this Contract in its entirety due to the LAHSA's default as provided in Sub-section 52.1, the LAHSA and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the LAHSA and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 52.2, be entitled to liquidated damages from the LAHSA, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the LAHSA to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the LAHSA by the COUNTY, whether under this Contract or otherwise.

53.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the LAHSA's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Indemnification.

53.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR CONVENIENCE

54.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be

in its best interest. Termination of work hereunder shall be effected by Notice of Termination to LAHSA specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

54.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the LAHSA shall:

54.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

54.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

54.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the LAHSA under this Contract shall be maintained by the LAHSA in accordance with Part II, Record Retention and Inspection/Audit Settlement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

55.1 COUNTY may, by written notice to LAHSA, immediately terminate the right of the LAHSA to proceed under this Contract if it is found that consideration, in any form, was offered or given by the LAHSA, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the LAHSA's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against LAHSA as it could pursue in the event of default by the LAHSA.

55.2 LAHSA shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

55.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

56.0 TERMINATION FOR INSOLVENCY

56.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

56.1.1 Insolvency of the LAHSA. The LAHSA shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the LAHSA is insolvent within the meaning of the Federal Bankruptcy Code;

56.1.2 The filing of a voluntary or involuntary petition regarding the LAHSA under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the LAHSA; or

56.1.4 The execution by the LAHSA of a general assignment for the benefit of creditors.

56.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

LAHSA and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by LAHSA, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of LAHSA or any COUNTY lobbyist or COUNTY lobbying firm retained by the LAHSA to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

58.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the LAHSA's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the LAHSA in writing of any such non-allocation of funds at the earliest possible date.

59.0 USE OF FUNDS

All uses of funds paid to LAHSA and other financial transactions related to LAHSA's provision of services under this Contract are subject to review and/or audit by DCFPS, COUNTY's Auditor-Controller or its designee, and the State of California.

- 59.1 In the event this Contract is subject to audit exceptions, LAHSA shall pay to COUNTY the full amount of LAHSA's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 59.2 LAHSA shall use all funds paid to and expended by LAHSA only for the Transitional Living Housing Services consistent with the Statement of Work.
- 59.3 LAHSA and its subcontractors are prohibited for using any funds paid pursuant to this contract for any renovation or construction the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- 59.3.1 LAHSAs cost allocation plan shall be developed in accordance with the principles included in Exhibit E, Auditor-Controller Contract Accounting Handbook and OMB Circular A-122, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 59.3.2 LAHSA shall submit to DCFS a cost allocation plan, which provides for the reasonable allocation of LAHSA's expenditures for each contract year.

60.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62.0 WARRANTY AGAINST CONTINGENT FEES

62.1 LAHSA warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the LAHSA for the purpose of securing business.

62.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

63.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

LAHSA certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. LAHSA must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH
SERVICES CONTRACT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and LAHSA has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the LAHSA warrants under penalty of perjury that he or she is authorized to bind the LAHSA.

COUNTY OF LOS ANGELES

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors



By *Mike Antonovich*
Mayor, Board of Supervisors

By *[Signature]*
Deputy

Los Angeles Homeless Services
Authority
LAHSA

By *[Signature]*

*I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.*

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

Name G. Michael Arnold

Title Executive Director

By *[Signature]*

Name Steve Andryszewski

Title C.F.O.

95-4498834
Tax Identification Number

77658

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

BY *[Signature]*
~~Kathleen Bramwell~~ David Beaudet
~~Principal~~ Deputy County Counsel
~~Senior~~

39 - C SEP 20 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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LAHSA ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Los Angeles Homeless Services Authority

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

ATTACHMENT C-1 - Continued

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:  DATE: 9/15/11

PRINTED NAME: G. Michael Arnold

POSITION: Executive Director

**LAHSA EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT FORM**

Contractor Name Los Angeles Homeless Services Auth. Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

ATTACHMENT C-2 – Continued

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT D

LAHSA NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name LA Homeless Serv. Auth. Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

ATTACHMENT D

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All proposers, whether a contractor or Subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	Los Angeles Homeless Services Authority		
Company Address:	811 Wilshire Blvd. Suite 600		
City:	Los Angeles	State:	CA Zip Code: 90017
Telephone Number:	213-683-3333		
Solicitation For (Type of Goods or Services):	Services		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

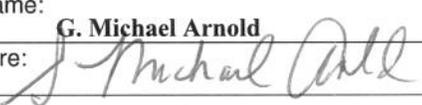
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	G. Michael Arnold	Title:	Executive Director
Signature:		Date:	9/15/2011

**ADMINISTRATION OF CONTRACT
LAHSA'S ADMINISTRATION**

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.

Organization

Name: Los Angeles Homeless Services Authority
 Contact Person: Gina Mercer, Contracts Unit Mangager
 Address: 811 Wilshire Blvd, 6th Floor
 City, State, Zip: Los Angeles, CA 90017
 Telephone: 213-683-3333
 Facsimile: 213-892-0093
 E-Mail Address: gmercercer@lahsa.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name: G. Michael Arnold
 Title: Executive Director
 Address: 811 Wilshire Blvd, 6th Floor
Los Angeles, CA 90017
 Telephone: 213-683-3333
 Facsimile: 213-892-0092
 E-Mail Address: marnold@lahsa.org

Name: Steve Andryszewski
 Title: Chief Financial Officer
 Address: 811 Wilshire Blvd, 6th Floor
Los Angeles, CA 90017
 Telephone: 213-683-3333
 Facsimile: 213-892-0092
 E-Mail Address: sandryszewski@lahsa.org

IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

**DCFS Contracts Administration
Attn: Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to DCFS Contracts Administration at the above address.

G. Michael Arnold

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

G. Michael Arnold

Signature of Individual Authorized to Bind Contractor in a Contract with the County

9/15/2011

Date

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

Signature

Name (Print)

Title

Date

Copy to be forwarded to County Contract Manager within five (5) business days of start of employment.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: _____ ! !

PRINTED NAME: _____

POSITION: _____

SEXUAL

HARASSMENT/DISCRIMINATION/
RETALIATION PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles County Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

Los Angeles County Probation Department
Attn: Contracts & Grants Management Division
9150 East Imperial Highway, Room B-82
Downey, CA 90242

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a contract, all Contractors' employees assigned under the contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of _____ assigned under the contract that I **must** receive the above referenced training. I _____ hereby confirm that I have received such training and information

on _____ '20
NAME (PRINT):
POSITION:
SIGNATURE: _____ DATE: _____

ATTACHMENT N

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Los Angeles Homeless Services Authority			
Company Address: 811 Wilshire Blvd, 6th Floor			
City: Los Angeles	State: CA,	90017	Zip
Code:			
Telephone Number: 213-683-3333		Email address: gmercer@lahsa.org	
Solicitation/Contract For _____ Services:			

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

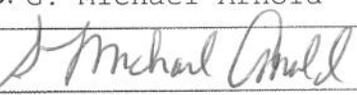
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: G. Michael Arnold	Title: Executive Director
Signature: 	Date: 9/15/2011

Date: 9/15/2011

STATEMENT OF WORK

TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH (TAY)

WITH

**LOS ANGELES HOMELESS SERVICES AUTHORITY
(LAHSA)**

**COUNTY OF Los Angeles
Department of Children and Family Services**

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TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH SERVICES

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STATEMENT OF WORK

1.0 PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

2.0 INTRODUCTION

The purpose of this contract with the Los Angeles Homeless Services Authority (LAHSA) is for the agency to administer and oversee DCFS'/Probation's Independent Living Program (ILP) transitional housing program for Transition Age Youth (TAY). LAHSA administrative responsibility will consist of monitoring subcontractors' delivery of an array of individualized social services and housing to former foster youth between the ages of 18 and up to 21. LAHSA will ensure that the subcontractors' services are consistent with the John H. Chafee Foster Care Independence Act (Chaffee Act) guidelines.

Currently, LAHSA subcontracts with seven housing providers that are able to provide life skills training and up to twenty-four (24) months of consecutive housing services for one 175 TAY, including TAY who have children of their own. The seven housing subcontractors are equipped to facilitate training that promotes self sufficiency for former foster/probation transitional age youth at risk of becoming homeless. Supportive services provided include, but are not limited to, life skill training and educational/vocational training. LAHSA also requires their subcontractors to provide assistance on how to navigate the public social service system to those TAY that qualify and are in need of public assistance.

In this Statement of Work (SOW), the program under the guidance of LAHSA will be referred to as the Independent Living Program (ILP) Transitional Housing for TAY. The

following goals shall serve as guiding principles to assist each TAY in achieving self sufficiency and independency:

- DCFS has established the following priorities for children and youth: (1) Safety; (2) Permanency; (3) Well-being/Education, and (4) Self Sufficiency.
- Well-Being/Education: This priority in this Statement of Work (SOW) refers to educational, life skills preparation, and independent living as well as a number of other items especially relevant to an ILP/LAHSAs setting. The Performance Outcome Summary and Service Tasks addressing this priority are found in this SOW.
- The implementation of ILP/LAHSAs housing services is to provide selected independent living opportunities for eligible ILP/LAHSAs TAY to practice life skills in a safe environment and to assist with the transition from dependence to self-sufficiency through supervised housing and supportive services as described in detail in this SOW.

3.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 **Children's Social Worker (CSW)** – means a staff person employed by DCFS with the primary responsibility of providing case management to children and families who are under the jurisdiction of Dependency Court and supervised by DCFS.
- 3.2 **County Program Director (CPD)** – means the individual designated by DCFS with the primary authority to act on contractual or administrative matters relating to this Contract.
- 3.3 **County Program Manager (CPM)** – means the individual designated by the CPD to oversee and monitor the Contractor's performance to meet the goals that are established for the Independent Living Program (ILP) Transitional Housing for TAY Program.
- 3.4 **Day** – means a calendar day(s) unless otherwise specified.
- 3.4 **Daily Life Skills** – means a skill set, knowledge or acceptable behavior that fosters self-sufficiency as it relates to money management, food preparation, hygiene, basic literacy and numeracy, and organizational skills.
- 3.5 **DCFS** – means the Los Angeles County Department of Children and Family Services, a child protection agency.
- 3.6 **Deputy Probation Officer (DPO)** – means a staff employed by the Probation Department who manages caseloads of youth under the jurisdiction of Juvenile Court and the Probation Department's supervision and custody.

- 3.7 **Department of Public Social Services (DPSS)** – means the Los Angeles County’s Department that administers various social services including, but not limited to, Medi-Cal benefits, General Relief/General Assistance, Cal Works, and Food Stamps.
- 3.8 **Employment Development Department (EDD)** – means “State of California” local government branch that administers the job service, unemployment insurance, disability insurance, workforce investment act, and welfare to work program.
- 3.9 **Gainful Employment** – means full-time employment that is profitable and/or suited to the ability and potential of the one employed.
- 3.10 **General Relief Opportunities to Work (GROW)** – means a program administered by DPSS to provide employment opportunities.
- 3.11 **High Risk Behavior** – means participation in activities including, but not limited to, use of illegal substances, gang activity, unprotected sexual activity, runaway behavior, and any other type of negative social and/or self-destructive behavior.
- 3.12 **Incarceration** – means confinement in a penal institution.
- 3.13 **Independent Living Program (ILP) Coordinator** – means DCFS’ and Probation Department’s Youth Development Services Division staff who assist both pre-Transition and Transition Age Youth ages 14 and over prepare for adulthood
- 3.14 **ILP** – means and refers to an acronym for the Independent Living Program.
- 3.15 **ILP-Eligible Foster YOUTH** – means a youth that is at least 16 years old and meet all of the guidelines of ILP eligibility. This designation of “ILP-eligible” can only be determined by the County staff who determines eligibility. Not all ILP-eligible youth are eligible for the Subcontractor’s housing programs.
- 3.16 **ILP-LAHSA TAY** – means a specific population of ILP-eligible youth who are former foster youth that are at least age 18 years old but not yet 21. . This specific population is eligible for the LAHSA subcontractor housing programs and thus, is referred to throughout the SOW as ILP-LAHSA TAY or simply, TAY.
- 3.17 **Individual Services Plan** – means individualized plan that identifies the barriers to the youth’s independent living, and prioritizes in order which they should be addressed through short and long term goals, the desired outcomes, and the strategies and resources to be used in attaining the outcomes.
- 3.19 **LAHSA PROGRAM DIRECTOR (LPD)** - means the LAHSA’s officer or employee responsible for administering the contract and subcontracts in accordance with the Statement of Work.
- 3.20 **Los Angeles Homeless Services Authority (LAHSA)** – Los Angeles Homeless Services Authority (LAHSA) is a joint powers authority of the City and County of Los Angeles, formed in 1993 to administer homeless contracts within defined

- service planning areas throughout the County of Los Angeles. LAHSA agency designated to contract with providers to provide housing for homeless individuals and families.
- 3.21 **Outcomes** – means the success of youth transitioning out of a LAHSA program that occurred due to the positive impact of the Subcontractors' delivery of services.
 - 3.22 **Permanency** – means a youth has received a fairly stable living situation and somewhat consistent emotional state.
 - 3.23 **Permanent Relationship** – means a youth that has an established relationship with a positive adult who is willing and capable of providing support and advocacy.
 - 3.24 **Performance Targets** – means the measurable benchmarks, which guide performance toward a desired result.
 - 3.25 **Probation** – means the County of Los Angeles Probation Department.
 - 3.26 **Program Goal** – means a program objective resulting from the delivery of a service.
 - 3.27 **Self-Sufficiency** - means a December 7, 2010, Board of Supervisor motion defining youth who age out of foster care as ones who succeed in the areas of: (1) permanency/housing; (2) social and emotional well-being; education; and (3) career/workforce readiness before existing care.
 - 3.28 **Statement of Work (SOW)** – means a written portion to this contract describing the actual work to be done by means of specifications or other minimum requirements quantities, performance data, and a statement of the requisite quality (services tasks).
 - 3.29 **Subcontractor/Housing Providers** – means an agency that has a contract with LAHSA to provide housing and social services for TAY.
 - 3.30 **Transition** – means the act of a TAY changing from the legal status as a court dependent youth to an independent, responsible adult.
 - 3.31 **Transition Age Youth (TAY)** – means the broad category of foster youth and former foster youth ages 16 up to 24.
 - 3.32 **Transitional Independent Living Plan (TILP)** – means a written plan that represents the course of action required to transition a youth from foster care to independent adulthood.
 - 3.33 **Youth Development Services Division (YDSD)** – means the Los Angeles County Division comprised of both DCFS and Probation staff that are designated to develop, implement and monitor transition services for the TAY population.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the LAHSA'S Program Director and provide oversight of the contracts with the subcontractors.
- 4.2 CPM or designated alternate will have full authority to monitor LAHSA's performance in the day-to-day operation of this Contract and the contracts with the subcontractor.
- 4.3 CPM will provide direction to LAHSA in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this contract or the contracts of the subcontractor. The CPM is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this contract.
- 4.5 CPM responsible for daily management of contract operation and overseeing monitoring activities is:

Terence Rice or Designee
County of Los Angeles
Department of Children and Family Services
Youth Development Services Division
3530 Wilshire Blvd. 4th Floor
Los Angeles, CA 90010
(213) 351-0125 Fax (213) 637-0035

- 4.6 LAHSA shall designate a LPD responsible for daily management of Contract operation and overseeing the work to be performed by LAHSA as defined in this Statement of Work. The LPD is identified in the Contract, under Exhibit D, Attachment I, Administration of Contract and CONTRACTOR'S Administration.
- 4.7 LAHSA shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.8 Overall project coordination between LAHSA and COUNTY shall be through the CPM or designee and the LPD, authorized representative(s) or their designated alternates.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

- 5.1 The County Program Manager (CPM) shall be responsible or monitoring LAHSA'S activities to ensure the activities of its subcontractor determine participant eligibility, and provide technical guidance. CPM monitoring will include assurance that the LAHSA'S agencies meet or exceed program objectives and requirements.

- 5.2 COUNTY shall have the right to monitor, including but not limited to review and audit LAHSA for compliance with this Contract, Statement of Work, and all applicable rules and regulations related to ILP Transition Housing Program. COUNTY shall have the right to monitor and audit programmatic reports and request corrective action plans will be a matter of public record to the extent required by the California Public Records Act.
- 5.3 CPM shall provide guidance to LAHSA in areas relating to DCFS policy, information and procedural requirements.
- 5.4 COUNTY will provide LAHSA with a Contract Discrepancy Report Report (CDR), Exhibit A-3, for every instance in which tasks defined in the SOW are not met.
- 5.5 DCFS and Probation shall refer to the subcontractors, former foster and probation youth, ages 18 to 21, who are ILP-eligible.
- 5.6 ILP/LAHSA housing services may not be rendered to a former foster or probation youth prior to receiving approval from DCFS/Probation.

6.0 LAHSA'S RESPONSIBILITIES

LAHSA shall appoint a LPD who shall be responsible for administering and overseeing all of the services provided under this Contract. The name and phone number of the LPD and that of an alternate who is authorized to act on behalf of LAHSA in the LPD's absence shall be designated in writing under LAHSA'S Administration, Exhibit C, Attachment I, of the Contract.

- 6.1 LPD shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs.
- 6.2 LAHSA shall ensure that their Subcontractors provide a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and COUNTY holidays. LAHSA shall ensure that their Subcontractors respond back to them within three (3) hours of being contacted.
- 6.3 LPD shall respond to any and all subsequent calls within 48 hours.
- 6.4 LPD or other manager in the employ of the LAHSA shall supervise all of LAHSA's personnel assigned to work under this Contract.
- 6.5 LAHSA shall notify COUNTY within one (1) business day of any changes in LAHSA's authorized personnel and/or Subcontractors that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.
- 6.6 LAHSA shall ensure that their Subcontractors do not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.

- 6.7 The CPM may, at his or her sole discretion, direct the LAHSA to remove any of its Subcontractors personnel and the personnel of the Subcontractors who the CPM determines has performed acts, which are inimical to the safety of the ILP/LAHSA participants and their children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.
- 6.8 LAHSA agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of LAHSA and, therefore, LAHSA shall have no claim against COUNTY.
- 6.9 LAHSA shall ensure that Subcontractors provide sufficient personnel, competent to perform all work in accordance with the requirements of the Subcontract and the SOW.
- 6.10 LAHSA's LPD or designee shall attend all collaboration meetings scheduled by the COUNTY.
- 6.11 LAHSA shall be available for technical reviews as requested by the CPM. Technical reviews shall be conducted annually or as determined by the CPM.

7.0 TARGET DEMOGRAPHICS

The ILP/LAHSA program targets ILP eligible former DCFS/Probation youth, ages 18 and up to 21 who are at risk of homeless and impacted by one or more of the following characteristic: history of substance abuse; multiple foster care placement placements; record with the Juvenile Justice system; no high school diploma or GED; lack of family support network; learning disabilities; little or no attachment to the labor force; and, a pregnant or parenting youth. The target population is referred to at ILP-LAHSA Transition Age Youth (TAY).

8.0 STAFFING

At all times, LAHSA shall maintain at a minimum, the following staff requirements:

8.1 Staffing Requirements

- 8.1.1 One (1) Project Director that meets the qualifications set forth in Subsection 8.2.1 below, and sufficient administrative, program and fiscal staffing as indicated in Attachment B, Line Item Budget, to ensure timely processing and payment of subcontractor invoices, the provision of technical assistance to subcontract agencies, and monitoring of subcontractor programmatic and fiscal compliance.

8.2 Minimum Qualifications

- 8.2.1 LAHSA's Program Director shall meet the following minimum qualifications prior to employment:

- Possess a Bachelor's Degree from an accredited college or university and a minimum of two (2) years full-time management experience in a social agency, or equivalent to 10 years experience in social services.
 - Accredited colleges/universities are those listed in the publications of regional, national or international accrediting agencies that are accepted by the Los Angeles County Department of Human Resources. Publications such as an American Universities and Colleges, and International Handbook of Universities are acceptable references.
- Also acceptable, if appropriate, are degrees that have been evaluated and deemed equivalent of degrees for United States accredited institutions by an academic credential evaluation agency recognized by The National Association of Credential Evaluation Services.

8.3 LAHSA's volunteers are subject to the same rules and regulations as paid staff.

9.0 LAHSA FISCAL RESPONSIBILITIES

- 9.1 LAHSA shall provide DCFS with quarterly fiscal reports for ILP expenditures within 20 days of the close of the quarter.
- 9.2 LAHSA shall conduct annual onsite program monitoring visits with Subcontractors for the term of this CONTRACT.
- 9.3 LAHSA shall conduct an annual fiscal Risk Assessment for each Subcontractor and monitor those Subcontractors determined to be high risk. All other Subcontractors will be monitored on a bi-annual basis.
- 9.4 Fiscal Risk Assessments include the evaluation of seven key factors to provide an objective assessment that would identify the agencies that are likely to be in non-compliance with contractual and federal regulations. These factors include: 1) results of *past monitoring site visit(s)*, 2) *timeliness of Annual Audits and any conditions identified as material weaknesses*, 3) *Agency fiscal staff capacity*, 4) *quality and completeness of financial documents submitted*, 5) *records retention*, 6) *financial stability assessment*, & 7) *other relevant factors*.
- 9.5 LAHSA shall ensure that their Subcontractors comply with LAHSA's Fiscal and Programmatic monitoring policies.
- 9.6 LAHSA shall ensure that their Subcontractors receive a written monitoring report within 30 days of the completion of the site visit monitoring.
- 9.7 LAHSA shall ensure that their Subcontractors are provided a report that details the findings and concerns noted during the monitoring visit, and prescribe corrective actions that the agency must complete and provide a written response for within 30 days of their receipt of the monitoring report.

- 9.8 LAHSA shall ensure that the Subcontractors that fail to respond to a monitoring report or fail to correct identified findings or concerns are subject to sanctions provided in LAHSA's Agency Remedial Action Policy, which include written notices of non-compliance, being placed on programmatic or fiscal probation, withholding of payments, suspension and termination of the contract.

10.0 SERVICE DELIVERY SITES

- 10.1 LAHSA's headquarters' office and service delivery sites (ILP/LAHSA units and ILP/LAHSA services shall be located within the eight (8) Services Planning Areas (SPA) throughout Los Angeles County.
- 10.2 LAHSA shall ensure that the service delivery sites are easily accessible to public transportation for the targeted ILP/LAHSA TAY.
- 10.3 LAHSA shall ensure that the service delivery sites relegated to serve disabled TAY are user friendly and compliant with the American Disability Act (ADA).
- 10.4 LAHSA shall ensure that their Subcontractor's housing sites are in a safe neighborhood and that the sites are maintained in good condition with regard to paint, plumbing, electricity, and other basic up-keep to the property.

11.0 REPORTS AND RECORD KEEPING

LAHSA shall ensure that their Subcontractor's maintain program records for a period of five (5) years after the termination of the Contract. LAHSA is required to provide COUNTY with the specific administrative reports and records as described in the below subsections.

- 11.1 Attendance Record Folder: LAHSA shall ensure that their Subcontractors maintain and update monthly Attendance Record Folder for all ILP/LAHSA TAY. The folder shall include, but not limited to, the following:
- 11.1.1 A master list of all ILP/LAHSA TAY shall be maintained by LAHSA, and shall include each ILP/LAHSA TAY name, telephone number, address of living unit, agency providing service and date of admission, and discharge date (if applicable).
- 11.2 Statistics on the total number of ILP/LAHSA TAY days of service provided for the month.
- 11.2.1 All admission information and discharge notices shall be available for review. The Attendance Record Folder shall be made available to the CPM or designee upon request.
- 11.3 Length of Occupancy: LAHSA shall provide COUNTY with a monthly report of ILP/LAHSA TAY length of stay in his/her transition housing.
- 11.4 Agency Monthly Report: LAHSA shall provide a Monthly Report for all ILP/LAHSA TAY. LAHSA shall mail or fax a copy to the CPM by the 5th day of

the following month. If the 5th day falls on a weekend, then the report shall be mailed or faxed by the following Monday.

- 11.5 The LAHSA shall provide a Quarterly Report on the progress of the goals for each Subcontractor. LAHSA shall submit to the CPM quarterly report within 45 days of the quarter.
- 11.6 Special Incident Reports (Exhibit A-2):
CONTRACTOR shall ensure that their subcontractors submit copies of Special Incident Reports to the CPM within twenty-four (24) hours following an incident.
- 11.7 Discharge/Closing Report:
LAHSA shall ensure that their Subcontractors prepare and maintain for each ILP/LAHSA TAY. The report shall include, but not be limited to: (1) a closing summary of information documented in the TAY record folder; (2) the ILP/LAHSA TAY progress while participating in the ILP/LAHSA Program, and (3) the reason for the ILP/LAHSA TAY leaving the program. The Discharge/Closing Report shall be filed in the ILP/LAHSA TAY case file. The Discharge Report will be made available upon request.
- 11.8 Annual ILP/LAHSA Report:
LAHSA shall complete an Annual ILP/LAHSA TAY Report on all ILP/LAHSA TAY in its care during the Contract year and mail a copy to the CPM within 15 days after termination of the contract. The annual report will include but not be limited to the number of TAY served, number discharged, and number of TAY who completed their high school diploma or GED certificate, percentage of ILP/LAHSA TAY employed at admission and discharge, percentage of ILP/LAHSA TAY who report having a consistent relationship with a caring adult.

12.0 LAHSA HOUSING

- 12.1 LAHSA shall ensure that their Subcontractors' program participants sign a housing contract that clearly states the transitional and/or emergency program's rules, including, but not limited to, ILP guidelines, program violation warnings and termination procedures.
- 12.2 LAHSA shall ensure that their Subcontractors' are informed of the requirement to follow California law for transitional housing, including, but not limited to, *Health and Safety Code § 50580 et seq.* and *California Civil Code § 1940.*
- 12.3 LAHSA shall ensure that their subcontracts include the required Performance Outcomes (Attachment B).
- 12.4 LAHSA shall ensure that their Subcontractors provide housing options through at least one of the following models:
 - 12.4.1 Single Apartments with private kitchens.
 - 12.4.2 Single Room Occupancy (SRO) with a shared kitchen.

12.4.3 Group Home style with a shared kitchen.

12.5 The following are unacceptable housing options:

12.5.1 Publicly supervised or privately operated shelters, or other living situations including those with friends, family members and others that provide temporary accommodations are not acceptable.

12.5.2 Public or private places not ordinarily used as a regular sleeping area are not acceptable, and may not be utilized by an ILP/LAHSAs provider as accommodations for ILP/LAHSAs TAY.

12.5.3 LAHSAs shall ensure their Subcontractor maintain, at a minimum, an average of a 95% bed occupancy of their tracked bed capacity throughout the term of the contract.

13.0 SERVICE TASKS

LAHSAs shall ensure that their Subcontractors provide the following service tasks to one hundred seventy-five (175) TAY:

13.1 LAHSAs shall ensure that their Subcontractors comply with all federal, state, and local housing laws and fire clearance requirements including the California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et Seq.).

13.1.1 Referral and Admission:

13.1.1.1 LAHSAs shall ensure that their Subcontractors accept referrals from the County, other ILP/LAHSAs providers, Community Stakeholders, and self-referrals from TAY. Subcontractor shall contact the Transition Coordinator or the COUNTY Program Manager to ensure that all youths are eligible prior to admitting him/her into the program (Exhibit A-1).

13.1.1.2 LAHSAs shall ensure that their Subcontractors do not discriminate on the basis of race, gender, sexual orientation, or disability and that (WIC Section 16522.1 [a] [1]) youth who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.

13.1.2 LAHSAs shall ensure that their Subcontractors allow the ILP/LAHSAs TAY the greatest amount of freedom to prepare them for self-sufficiency.

13.1.3 LAHSAs shall ensure that their Subcontractors adhere to the fact that ILP/LAHSAs TAY have the right to be free from arbitrary or capricious rules; the right to appeal any loss of benefits or services before they are

suspended (unless imminent physical harm to someone would result); the right to a grievance procedure.

13.1.4 LAHSA shall ensure that their Subcontractors maintain the ILP/LAHSA TAY right to confidentiality is respected. This right applies to the dissemination, retrieval and acquisition of identifiable information. LAHSA shall not release information about an ILP/LAHSA TAY receipt of services without a written release of information from the ILP/LAHSA TAY.

13.1.5 LAHSA shall ensure that their Subcontractors protect the right to privacy of the TAY client. Information shall be requested from the ILP/LAHSA TAY only when the information is specifically necessary for the provision of services. ILP/LAHSA TAY shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

13.1.6 LAHSA shall ensure that their Subcontractors request information regarding any known or suspected dangerous behavior of the referred ILP/LAHSA TAY.

14.0 EMPLOYMENT and SCHOOL ITEMS:

14.1 LAHSA shall ensure that their Subcontractors assist with obtaining any items that the ILP/LAHSA TAY requires to start and/or maintain employment or schooling. The items include but are not limited to: uniforms; books and supplies, etc.

14.2 LAHSA shall ensure that their Subcontractors maintain documentation in the TAY record folder the date the item(s) were provided to the ILP/LAHSA TAY.

15.0 MEDICAL and DENTAL

LAHSA shall ensure that its subcontractors know that If medical or dental services are needed by the ILP/LAHSA TAY, these services shall be provided by a medical or dental professional who is a Medi-Cal participant or an appropriately licensed (or otherwise legally operating, e.g. COUNTY) clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.

16.0 ILP/LAHSA TAY UNCLAIMED SAVINGS FUNDS

16.1 An ILP/LAHSA TAY exits the program without collecting their ILP/LAHSA savings; LAHSA shall ensure the Subcontractor attempt to locate the TAY for one year for purposes of returning unclaimed funds that a young person was not paid upon exit. LAHSA shall contact the ILP/LAHSA TAY discharge address, relatives/caring adults, previous employer, or through the internet, etc. in an attempt to locate the ILP/LAHSA TAY. If the housing providers have not located the ILP/LAHSA TAY after one year, the funds shall be retained by the subcontractor in an account for the youth. Any unclaimed funds that belong to the youth that go beyond two years will be subject to state banking laws regarding unclaimed funds. Any unclaimed County funds shall be returned to the

County at the end of the second year following the youth's departure to the following address:

DCFS Transitional Housing Program
Attention: Program Manager
3530 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

- 16.2. LAHSA shall ensure that their subcontractors complete the Follow-UP Services Form, 60 Day Contact Form, 90 Day Contact form, Six Month Contact Form, and One Year on every youth with whom the agency is able to maintain contact information
- 16.3 LAHSA shall provide the Follow-up Services Form and an accounting of all unclaimed funds at the end of each contract period to the Program Manager at the address in 16.1. LAHSA shall identify the names of the ILP/LAHSA TAY and total amount of his/her unclaimed funds. The unclaimed funds shall be separated into two amounts, incentives paid with County funds, if any, and youth's other incomes.
- 16.4 LAHSA shall ensure that their Subcontractors maintain documentation of their attempts to locate the ILP/LAHSA TAY in their record folder.
- 16.5 LAHSA shall ensure that their Subcontractors offer incentives to ILP/LAHSA TAY to encourage their participation in post program assessments and outcomes.

17.0 LAHSA SUBCONTRACTORS' PROGRAM

LAHSA shall ensure that their Subcontractors provide the TAY with the following services:

- 17.1 24-hour Crisis Intervention: LAHSA shall ensure that their Subcontractors will make available to ILP/LAHSA TAY 24-hour crisis intervention and support.
- 17.2 Intake Services: The goal of intake services is to determine whether a TAY is eligible to receive housing and services in a transitional housing program. This includes the verification and documentation of homeless TAY status.
- 17.3 Comprehensive Assessment: The goal of a comprehensive assessment is to determine the TAY barriers to stable housing which includes, but is not limited to the assessment of the following; medical, physical, mental, psychosocial, and emotional health; history of alcohol and/or substance abuse, domestic violence, education, employment history, legal and financial needs. Subcontractor shall utilize the standard ILP comprehensive assessment tool approved by LA County Department of Children & Family Services and LA County Department of Probation. This assessment will include a detailed statement of all the barriers faced by the youth in each of the areas listed above, and will include recommendations regarding the services that should be planned in the ISP to address and overcome these barriers.

- 17.4 Individualized Service Plan: On the basis of the completed assessment, the case manager, together with the TAY, will develop an Individualized Service Plan (ISP) that identifies the barriers to the youth's independent living, and prioritizes the order in which they should be addressed through short and long-term goals, the desired outcomes, and the strategies and resources to be used in attaining the outcomes. Specifically, the ISP will identify the goal(s) to be achieved to overcome each barrier, and, the action steps to be taken including who is responsible for completing the action step, and the target dates for the goals to be achieved. The ISP should specifically stipulate to the services that will be provided, i.e., type and frequency and the assigned staff that will work with the program participant to assist with achieving those goals to be addressed.
- 17.5 TAY and their Case Manager will address each issue identified in the ISP, ensuring that at the time of their exit from the transitional housing program, TAY are stable enough to move to the next level of their life.
- 17.6 Case Managers together with the TAY must develop an Exit and Aftercare plan for TAY with a planned exit. As the youth achieves his/her initial goals and progresses in the program, the sessions may be decreased to at least bi-weekly to follow-up on the more long term goals on the ISP. For all ILP participants the frequency of case management sessions provided must be appropriate to the current needs of the youth. All ILP youth must have at least monthly case plan update / counseling sessions during their participation in the program.
- 17.7 Case Management: The goal of Case Management is to assist TAY in addressing issues by providing quality services in preparation for Self Sufficiency. Case Management services will include TAY-centered activities that will maximize the TAY's physical, social and economic well-being in order to assist him/her in living independently. Case Management staff should possess relevant education, skills and/or experience to assist TAY's in assessing their needs and achieving their goals.
- 17.8 The Case Management staff will at a minimum have case plan update/ counseling sessions with the TAY at least one (1) session per week for the first sixty (60) days the youth is in the program to focus on the short term goals on the ISP.
- 17.9 Independent Living Skills: The goal of independent living skills training is to assist TAY to become self-sufficient and independent. Required independent living skills training courses to be provided under this contract include: budget planning, legal rights and community resources, money management (including basic tax information), meal planning and preparation, basic living skills (i.e., personal grooming/hygiene, doing laundry, etc), maintenance of TAY's living unit, accessing resources, mental health and/or substance abuse services, developing supportive relationships, medical and dental care, socialization skills and self esteem and other skills required to lead an independent lifestyle. Independent Living Skills training must be provided in either a group setting and/or on a ne-on-one basis with each individual. Subcontractor will develop a curriculum for the Independent Living Skills training class that all program participates will attend. Subcontractor must document the participation of each youth in required courses

- by the use of sign-in sheets, and case notes in participant files. Additionally, Subcontractor is required to demonstrate the increased living skills achieved by each participant through the documentation of pre and post tests to be completed by each youth for all required courses.
- 17.10 Job readiness and/or increased skills: The goal of these services is to improve the TAY's financial situation in order to increase his/her ability to live independently. Services shall include resume preparation, job search skills, interview skills, dress for success and internet application filing.
- 17.11 Establishment and management of a savings account: Since financial stability is one of the key elements of living independently, services in transitional housing must focus on preparing and training TAY in obtaining and managing financial resources. Therefore, TAY must establish a savings account that is designed for maximum savings. Money management classes must also be provided to TAY.
- 17.12 Housing Placement: The goal of these services is to assist TAY with all the tasks involved in locating as they transition out of the ILP/LAHSAs housing program, obtaining, moving into, and maintaining sanitary, safe, and stable housing. A comprehensive approach as a part of the overall life skills training with the emphasis of the discharge planning phase to provide these services which includes preparing and training TAY in searching for, securing, and maintaining their own housing and developing relationships with landlords and property managers. TAY must also be trained in dealing with landlord-tenant issues.
- 17.13 Subcontractor shall provide 24-hour staffing, either on-site or on-call.
- 17.14 Supportive Services Fees: Supportive Services Fees are fees that may be charged for the provision of supportive services to TAY that are required but not funded under this Agreement (i.e. Counseling, Mental Health and Life Skills Education).
- 17.14.1 In the event that Subcontractor charges TAY for supportive services fees, Subcontractor agrees that the activities for which fees are being assessed must be actual supportive services and not a cost associated with the operation of the facility (i.e. landscaping, security or janitorial services). Supportive services fees are separate from rent fees and should be charged separately. In addition, the cost of providing the supportive service must be incurred by Subcontractor and not be reimbursed from other funding sources. If supportive services fees are charged to participants, the following written documentation must be kept in the files:
- 17.14.2 The fee charged each participant and how the fee was calculated.
- 17.14.3 The participant's written acknowledgement of the cost.
- 17.14.4 The actual cost of providing the supportive service and the method used in determining the cost.

- 17.14.5 A determination that the fee charged each participant is reasonable based on the level of service received.
- 17.14.6 Documentation showing how the combination of rent and/or supportive service does not hinder the participant's recovery to self-sufficiency.

18.0 RENT

- 18.1 Subcontractors are not required to charge participants any rent. If rent is charged, Subcontractor must clearly define standards of charging clients for rent and specify that the charge is for the rental of the housing unit in a Transitional Housing Rental Agreement. The rent cannot exceed 30% of the monthly adjusted income or 10% of the monthly gross income. Rent calculations must be reviewed at least annually and appropriate adjustments must be made. Supportive Services costs are calculated separately and will not be factored into the maximum rent calculation. If Subcontractor is unable to enforce the above policies due to financial limitations, LAHSA will review rent cost on a case-by-case basis.
- 18.2 The total amount of rent and supportive services fees charged to each client shall not exceed 30% of the client's monthly adjusted income.
- 18.3 Subcontractor shall refund a minimum of 75% of the total rent and supportive service fees collected to each client upon their exit from the program, and demonstrate the client's acknowledgement of receiving said refund.

19.0 MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

- 19.1 Subcontractor shall maintain policies and procedures for promptly and appropriately responding to mental health crises and issues, including procedures that ensure residents' ability to remain in the program and receive appropriate referrals for treatment and services. Staff should have experience in understanding the conditions surrounding a psychiatric emergency or decompensate the knowledge of the necessary assistance to assist the resident at the time of the crisis, and the ability to provide that assistance or contact the appropriate entity to provide that assistance.
- 19.2 Subcontractor shall maintain policies and procedures for drug and/or alcohol use, including procedures that ensure residents' ability to remain in the program and receive appropriate referrals for treatment and services.
- 19.3 Subcontractor shall maintain policies and procedures for ensuring the safety and security of staff and residents, including violence and the sale and use of substances.

20.0 QUALITY ASSURANCE PLAN

- 20.1 LAHSA shall establish and maintain a Quality Assurance Plan (QAP) to ensure the requirements of the contract are met. The QAP shall be submitted to the CPM within thirty (30) days of the contract start date and as changes occur.

- 20.2 The CPM will review the LAHSA's QAP and provide the LAHSA with approval of said plan or with requested changes. If the CPM request changes in the LAHSA's QAP, the LAHSA shall make such changes and resubmit the plan for approval within five (5) business days.
- 20.3 The QAP and any revisions thereto shall include, but not be limited to, the following:
- 20.3.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. LAHSA shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 20.3.2 If LAHSA's performance requirements are not met, the CPM may call LAHSA; send LAHSA a CONTRACT DISCREPANCY REPORT (CDR), Exhibit A-3, or both. LAHSA shall respond to a call within 24 hours and respond to a CDR within five business days of receipt. All performance requirement issues will be reported to the CPM.
- 20.3.3 Methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR'S employees or any other potential disruption in service.
- 20.3.4 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM.

21.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized buy the County, will monitor LAHSA's performance under this contract using the quality assurance plan specified in this Statement of Work. All monitoring will be in accordance with Part II, Section 23, County's Quality Assurance Plan, of the Contract.

Independent Living Program-Los Angeles Homeless Services Authority Housing Program

Los Angeles County Department of Children & Family Services/Department of Probation
Authorization for Release of Information

CLIENT'S INFORMATION (Please Print – to be filled out by client only)

Name: _____ Date of Birth: _____ Age: _____
Address: _____ Social Security Number: _____
City: _____ State: _____ Zip: _____
Phone Number: _____

I, _____ hereby authorize the Los Angeles County Department of Children and Family Services (DCFS) and/or Department of Probation (Probation) to release my foster care status to the agency listed below. I also authorize the agency listed below to release my case information to DCFS and/or Probation. This information is to be used solely for the purpose of securing emergency, transitional or permanent housing, statistical purposes, ensuring delivery of service, and program goal compliance.

AGENCY INFORMATION (Please Print)

Agency Name: _____
Agency Address: _____
Phone Number: _____ Fax Number: _____
Employee Name: _____ Employee Title: _____

I, _____, an employee of _____, hereby agree to solely utilize the information obtained from the Los Angeles County Department of Children and Family Services (DCFS), Emancipation Services Staff and/or Department of Probation for the purpose of assisting the aforementioned youth/client in securing emergency, transitional or permanent housing and for agency program monitoring, statistics, and delivery of service compliance.

Employee's Signature

Date

TO BE COMPLETED BY LA COUNTY DCFS EMANCIPATION SERVICES/DEPT. OF PROBATION STAFF

OR LA COUNTY DEPENDENCY/DELINQUENCY COURT STAFF ONLY

The above mentioned client *aged-out* of foster care from either the Los Angeles County Department of Children and Family Services or Department of Probation.

Case Termination Date _____ Yes _____ No ____
Youth is eligible for _____ months in the THP-Plus program.
The client is between the ages of 18 and 24 years of age. Yes _____ No ____
DCFS/PROBATION/COURT OFFICER Name

DCFS/PROBATION/COURT OFFICER Signature

Title

Date

**Special Incident Report
(To be provided)**

CONTRACT DISCREPANCY REPORT

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHODS	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
<p>LAHSA shall ensure that their Subcontractors adhere to performance standards and provide competent personnel per Section 6.0 Subparagraph 6.6, 6.7 and 6.9 of the SOW.</p> <p>LAHSA shall ensure that their Subcontractors adhere to Section 11.0 Reports and Record Keeping.</p> <p>LAHSA shall ensure that their Subcontractors attain the specific target performance as identified in the SOW Section 12.0, Performance Outcome Goals.</p> <p>LAHSA shall ensure that their Subcontractors adhere to the requirements as specified in this SOW Section 13.0, Service Tasks.</p>	<p>LAHSA's Subcontractors shall be in 100% compliance with required services identified in Section 6.0.</p> <hr/> <p>LAHSA's Subcontractors shall be in 95% compliance.</p> <hr/> <p>LAHSA's Subcontractors shall be at 65% compliance of the contractual required percentile or demonstrated 10% increase from previous year.</p> <hr/> <p>LAHSA's Subcontractors shall be at 100% compliance of the contractual required percentile.</p>	<p>County Program Manager (CPM) will review all reported incidents of non-compliance submitted via written notice, CONTRACT DISCREPANCY REPORT (CDR), telephone report or direct observation/inspection and initiate a course of action to correct the alleged incidents.</p> <hr/> <p>CPM will review Corrective Action Plans from LAHSA'S Subcontractors and determine whether the response properly addresses the problem (s), and that the plan of action includes preventive measures to remedy current and future problems.</p> <hr/> <p>CPM may randomly conduct a partial or complete audit of LAHSA's performance under this contract.</p> <hr/> <p>CPM receives results of any audit regarding CONTRACTOR compliance. CPM will also review, including but not limited to, Homeless Management Information System (HMIS) reports, Monthly and Quarterly Reports and all other applicable reports.</p>	<p>If LAHSA receives a written notice of its non-compliance with regards to the SOW, LAHSA shall submit to the COUNTY, within <u>five business days</u> from receipt of such written notice, a written Corrective Action Plan, which shall contain an explanation of the problem, and plan for correcting the problem, which is subject to COUNTY approval.</p> <p>In addition to other remedies, the COUNTY may use its right to terminate the CONTRACT when the following occurs:</p> <ol style="list-style-type: none"> 1. Two (2) or more written notices of LAHSA's non-compliance with the SOW are submitted to LAHSA in a six (6) month period; or 2. The written Corrective Action Plan submitted by CONTRACTOR for any such notice does not meet with the COUNTY's approval; or 3. LAHSA does not provide a written Corrective Action Plan, as required, for any such notice. 4. Subcontractor is subject to the same remedies and/or sanction as indicated above, provided Section 9.8 of Exhibit A, Statement of Work.

**PERFORMANCE OUTCOME SUMMARY
PERMANENCY, WELL-BEING/EDUCATION and SELF SUFFICIENCY**

PROGRAM: Independent Living/LAHSAs Transitional Housing.

PROGRAM TARGET GROUP: Former Foster Youth (DCFS/Probation)

PROGRAM GOAL AND OUTCOME: ILP/LAHSAs TAY will attain permanent residency and Self Sufficiency.

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>1. The LAHSA is to ensure ILP/LAHSAs TAY referred for services by subcontractor transition into permanent housing.</p>	<p>The LAHSA shall provide a copy of the lease or rental agreement for each ILP/LAHSAs TAY, verification of acceptance, and the new address and phone number documented in the subcontractor's participant case file and in case notes of HMIS.</p>	<p>The expectation is that of the one hundred seventy five (175) TAY to be served, a minimum of one hundred and thirteen (113) ILP/LAHSAs TAY shall be placed in permanent housing. OR a 10% increase over the previous year's accomplishment.</p>
<p>2. The LAHSA is to ensure Subcontractors maintain or increase Client Income from all sources (employment, disability, mainstream benefits) by program exit or end of the program year</p>	<p>The LAHSA shall provide copies of benefits award letters; case notes on assistance provided for job search and application, as well as copies of pay stubs or a confirmation letter from the employer, documented in the subcontractor's participant case file and in the income source and amount section on HMIS</p>	<p>The target is 20% (35 of 175) of the participant's will demonstrate maintained or increased income OR a 10% increase over the previous year's accomplishment.</p>
<p>3. The LAHSA shall ensure that Subcontractors, prior to the end of the program year, reduce the average length of stay for all clients.</p>	<p>The LAHSA shall provide confirmation on Client Intake and Discharge Reports which contain exit and entry dates</p>	<p>The target is a 10% decrease for each Subcontractor from the previous year's length of stay.</p>